

JEFFERSON COUNTY
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
NEWBURG ROAD SAFETY & BEAUTIFICATION PLAN
\$50,000 – FD39 FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**”, and the Louisville-Jefferson County Metro Government, 527 West Jefferson Street, Louisville, KY 40202, hereinafter referred to as the “**Metro**”.

WITNESSETH:

WHEREAS, the parties hereto desire to provide for safety and beautification improvements along Newburg Road in Louisville, which shall hereinafter be referred to as the “**Project**,” and

WHEREAS, the **Metro** desires to be the lead agency in all phases of this **Project**; and

WHEREAS, the **Metro** has asked the **Department** for funding assistance for costs incurred during the completion of this **Project**; and

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **Metro** up to \$50,000 in FD39 reimbursement funding for the satisfactory completion of this **Project**; and

WHEREAS, any cost in excess of the reimbursement funding (\$50,000) for this **Project** will be the responsibility of the **Metro**.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **Metro** up to \$50,000 for the completion of work by the **Metro** under the obligations of this agreement for the following **Project**:

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This **Project** will provide for safety and beautification improvements to Newburg Road. These improvements will include median planters and noise abatement measures (diamond grinding or paving) that are intended to make Newburg Road more aesthetically pleasing and reduce noise resulting from motor vehicles.

This **Project** is anticipated to cost \$130,000 and the **Department** has committed to partner with **Metro** for up to \$50,000 of the total cost in FD39 funding. The **Metro** understands and shall be responsible for all costs above \$50,000 related to this project.

2. The **Metro** shall be responsible for all activities related to this **Project** as lead agency and maintain this work upon completion. The **Metro** will obtain any required permits for work to be accomplished on state-owned right-of-way from the **Department's** District 5 Office in Louisville.
3. Concurrence must be obtained by the **Metro** through the **Department's** District 5 Executive Director in Louisville prior to the awarding of any contract for work or materials to be used on this **Project**. Contractors must be pre-qualified with the Commonwealth of Kentucky, Transportation Cabinet prior to being awarded any contract for work. All work or materials to be contracted for must comply with all legal bidding requirements including, but not limited to, the provision of KRS 45A and 424.
4. The **Metro** is responsible to meet all requirements and adhere to all regulations necessary to qualify for the receipt of these funds. The **Metro** agrees to indemnify the **Department** to the extent the **Metro** is liable under Kentucky law for injuries or damages caused by the **Metro** and their employee negligence.
5. The **Metro** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for performing said **Project**, the **Metro** shall submit to the **Department's** District 5 office in Louisville documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.

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6. The **Metro** may submit to the **Department's** District 5 office in Louisville current billings reflecting the actual cost of work incurred during any given work period, in which case the current billings will be paid within a reasonable time after receipt of same by the **Department**; however, in no event is the **Metro** to submit billings for work performed for less than a thirty (30) day period.
7. The **Department** reserves the right to cancel this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **Metro**. If the Agreement is cancelled under this provision, the **Department** shall reimburse the **Metro** according to the terms hereof to the date of such cancellation.
8. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
9. The **Metro** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **Metro**. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Jerry E. Abramson
Mayor

Bill Nighbert
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM & LEGALITY

Todd Shipp
Office of General Counsel

Date: _____